

These Compliance Document Management Service-Specific Supplemental Terms (“**CDM Terms**”) govern Customer’s use of certain of Avalara’s Compliance Document Management Services, including ECM and ECMS (formerly a TTR offering). These CDM Terms are in addition to, and incorporate by reference, the Avalara Service Terms and Conditions available at <https://www.avalara.com/legal/terms> (the “**Terms**”). Any capitalized term used in these CDM Terms and not defined shall have the meaning given in the Terms.

1. **Definitions.**

- a. “**Certificate**” means any compliance document image, such as a tax exemption certificate, excise license, or federal withholding form, that is entered, uploaded, or otherwise recorded in a Compliance Document Management Service for use in a single jurisdiction. If a single compliance document image is used for multiple jurisdictions, each of the jurisdictions where it is used will count as one Certificate.
- b. “**Compliance Document Management Service**” means a service for the storage and management of compliance documents, including ECM, ECMS, ExciseCapture, and VendorCapture.
- c. “**Customer Exemption Management**” means the feature of ECM Essentials and the optional feature of ECM Pro, ECM Premium, and ECMS for the storage and management of customer tax exemption Certificates.
- d. “**ECM**” means ECM Essentials, ECM Pro, and ECM Premium.
- e. “**ECM Essentials**,” “**ECM Pro**,” and “**ECM Premium**” mean the Exemption Certificate Management Essentials, Exemption Certificate Management Pro, and Exemption Certificate Management Premium (formerly Exemption Certificate Management Enterprise) Services, respectively, for the storage and management of tax exemption certificates.
- f. “**ECM MS Pro**” and “**ECM MS Premium**” mean Exemption Certificate Management Managed Services Pro and Exemption Certificate Management Managed Services Premium, respectively.
- g. “**ECMS**” means the Exemption Certificate Management System Service (formerly a TTR offering).
- h. “**ECMS Assisted Support**” means the service for support of ECMS (formerly a TTR offering).
- i. “**ECMS Managed Services**” means, as applicable, the one-time (ECMS MS Enterprise – Certificate Validations) or recurring (ECMS Recurring MS Enterprise) Compliance Document Management Service for certification collection, validation, and data entry (formerly TTR offerings).
- j. “**ExciseCapture**” means the service for the storage and management of excise licenses and IDs.
- k. “**VendorCapture**” means the service for the storage and management of federal withholding forms.
- l. “**Vendor Exemption Management**” means the optional feature of ECM Pro, ECM Premium, and ECMS for the storage and management of vendor tax exemption Certificates.

2. **Certificate Calculations.** Compliance Document Management Services have usage tiers based on the intended number of Certificates recorded by Customer. The number of Certificates counted for purposes of calculating usage of the Compliance Document Management Services will be the maximum number of Certificates stored at any point in time during each Subscription Term. If Customer’s Service includes both Customer Exemption Management and Vendor Exemption

Management, Certificate counts for each feature will be separate.

3. **Automatic Upgrades and Overages.** Customer may not exceed the highest usage tier available on ECM Essentials. For all usage tiers of all Compliance Document Management Services except the highest tier ECM Essentials, Customer may choose one of two options if that Customer exceeds the usage tier for Certificates set forth in its Order Document: either payment of a per-Certificate overage charge or automatic upgrade to the next subscription tier. At any time prior to exceeding the number of Certificates in Customer's purchased subscription tier, Customer may change the selected option, but the default choice will be the overage option unless the automatic upgrade option has been specified by Customer. Overage fees for the Initial Subscription Term will be charged at the rate specified in the Order Document, and in any Renewal Subscription Term, Avalara's then-current overage rates will apply.
4. **License.** Avalara grants Customer a limited, nonexclusive, nontransferable, nonassignable, worldwide license to use and retain the Content that is returned by the Services to Customer solely for its internal compliance purposes in connection with the Service for which it was provided.
5. **Other Services.** Customer may purchase the following add-on Services.
 - a. **Customer Data File Exchange.** "**Customer Data File Exchange**" enables secure file upload and import between a client application and certain Compliance Document Management Services through a secure FTP site. Avalara charges a separate fee for each application that integrates into Customer Data File Exchange.
 - b. **Exemption Data File Exchange.** "**Exemption Data File Exchange**" enables secure file extraction and download between a client application and certain Compliance Document Management Services through a secure FTP site. Avalara charges a separate fee for each application that integrates into Exemption Data File Exchange.
 - c. **ECM Managed Services.**
 - i. **Upload.** Except with respect to ECM MS Pro, Avalara will convert hard copies of legacy certificates to PDF files and upload the PDF files into Customer's Account. Images will not be visible in Customer's Account until validated.
 - ii. **Identification Number.** Customer has the option of including the corresponding customer identification number on the certificate image or in the certificate file name to support the mapping process.
 - iii. **Review.** Avalara will review the Certificates and assess contents for inclusion of Customer's customer name, Customer name, exemption reason, tax identification number, signature, and signature date. Avalara will verify the resale tax identification number for those states that make this information available on their websites, and will verify the format of this number for all states. Avalara will not otherwise verify the accuracy of this number.
 - iv. **Reports.** Avalara will make standard reports available so that Customer can review the validations that have been performed and their results.
 - v. **Multijurisdictional Certificates.** Multijurisdictional Certificates will be separated by jurisdiction into unique Certificates and assigned individual Certificate identification numbers to ensure proper treatment for each jurisdiction (e.g., jurisdictions may have different expiration rules, reporting rules, and so forth). Each jurisdiction counts as a unique validation. Except with respect to ECM MS Pro, Avalara will validate multijurisdictional Certificates for each jurisdiction. Customer can opt to limit validation of multijurisdictional Certificates to those jurisdictions contained in its nexus table or Customer Data. With respect to ECM MS Pro, Avalara will validate multijurisdictional Certificates for those jurisdictions contained in the Customer Data.
 - vi. **Campaigns.** Avalara will conduct a campaign to request updated Certificates

from Customer's customers using Avalara forms.

- A. **Email and Mail.** With respect to ECM MS Pro, Avalara will prepare and send up to 2 emails times the number of Customer's purchased subscription tier. With respect to ECM MS Premium, Avalara will prepare and send up to 3 emails and 2 letters times the number of Customer's purchased subscription tier. The letters will be sent by the U.S. Postal Service. This mailing service includes printing envelopes and contents, stuffing envelopes, applying postage, and mailing.
 - B. **Inbound Support.** With respect to ECM MS Premium, Avalara will provide limited inbound email and phone support for Customer's customers in response to campaigns. Avalara will answer questions from Customer's customers related to the procedure for providing updated Certificates. Customer will be responsible for answering all other questions.
- vii. **Data Formatting.** With respect to ECM MS Premium, if Customer manually uploads data as a .csv file, Avalara will convert such data into a data set that permits import into Customer's Account. Customer is responsible for ensuring that such data is accurate, up-to-date, and complete to the best of Customer's knowledge, and shall answer Avalara's questions regarding such data in a timely manner and for provide final written approval of the resulting data set.
 - viii. **Disclaimers.** Customer understands and agrees that ECM Managed Services do not guarantee the validity of Certificates and that campaigns do not have a guaranteed response rate.
 - ix. **Software Configuration.** With respect to ECM MS Premium, after software implementation, if requested in writing by Customer, Avalara will change configurations within the ECM Service on Customer's behalf.
6. **Avalara Compliance Document Network.** For the purpose of facilitating easier and more accurate sharing of compliance documents between sellers, buyers, and other participants in Avalara's compliance document management system ("**Network Participants**"), Avalara may create a directory listing for Customer that includes Customer's identifying information (for example, name, address, and business category) to be shared with other Network Participants. If Customer wishes to opt out of participating in the Avalara compliance document network, Customer may do so by emailing legal@avalara.com.
7. **Trial Period.** During the Initial Subscription Term only, Customer may immediately terminate Customer's subscription to certain Services described in these CDM Terms by submitting a notice to Avalara in accordance with the instructions provided in the Documentation within 60 days of the Effective Date. If Customer exercise Customer's termination rights under this Section 7 (*Trial Period*), then Avalara shall refund Customer the fees Customer paid to Avalara for the terminated Service. This Section 7 only applies to the following Services: ECM, ExciseCapture, and VendorCapture.
8. **Optional Use.** Avalara may elect to provide Customer with access to certain Compliance Document Management Services for a limited time without charge. Customer acknowledges Avalara may remove Customer's access to such Services at any time without notice.
9. **ECMS Managed Services.** If Customer purchases ECMS Managed Services (formerly a TTR offering):
- a. **Certificate Validation.** Avalara will perform the quantity of validations of Certificates listed on the Order Document. If a Certificate is rejected, a subsequent reexamination counts as an additional validation.
 - i. Avalara will receive legacy certificates and upload the files into Customer's Account. Images will not be visible in Customer's Account until validated.

- ii. Customer has the option of including the corresponding customer identification number on the certificate image or in the certificate file name to support the mapping process.
- iii. Avalara will review the Certificates and assess contents for inclusion of Customer's customer name, Customer name, exemption reason, tax identification number (Avalara verifies that a tax identification number has been included on the Certificate but does not verify the format or accuracy of this number), signature, and signature date.
- iv. Avalara will make standard reports available so that Customer can review the validations that have been performed and their results.
- v. Disclaimer. Customer understands and agrees that Certificate Validation Services do not guarantee the validity of Certificates.

b. Campaigns.

- i. Avalara will prepare and send emails to request updated Certificates to up to the number of Customer's customers 2.5 times the number of validations purchased. Avalara may send subsequent rounds of emails to those who do not return Certificates up to the total number of emails set forth in the Order Document. If Avalara follows up via postal mail, Avalara may charge Customer for necessary Expenses, which need not be preapproved by Customer.
 - ii. Disclaimer. Customer understands and agrees that campaigns do not guarantee a response rate to the campaign nor that the Certificates generated by the campaign will be valid.
- c. Tax ID Verification.** Avalara will verify state tax identification numbers for those states that make this information available on their websites up to the number set forth in the Order Document.

10. ECMS Assisted Support.

- a. **Support.** Customer shall have access to an Avalara ECMS expert during Avalara's regular business hours for up to ten thirty-minute calls per Subscription Term. As requested by Customer, the ECMS expert may provide website training, consult on industry best practices, consult on software configuration options, and provide certain other assistance as needed. Customer acknowledges Avalara will not provide tax advice as part of this support package.
- b. **ECMS Training.** Avalara will provide up to two sessions of user training per Subscription Term on the use and maintenance of ECMS at a mutually agreed time.

- 11. Transition to ECM.** Customer acknowledges and accepts that Avalara may deprecate ECMS during the Subscription Term. In such case, Customer will be migrated to the appropriate ECM Service that contains substantially equivalent core functionality for the remainder of the Subscription Term. Customer agrees that migration may require Customer to make resources available to enable the migration, including to revise Customer-specific functionality that was previously custom developed for or by Customer. Avalara shall not be responsible for Services unused due to Customer not making such resources available.